IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE ANTONY DOMINIC

TUESDAY, THE 25TH SEPTEMBER 2007 / 3RD ASWINA 1929

OP.No. 30645 of 2000(W)

PETITIONER:

SMT. ANNAMMA JOY, VENGASSERIL JOHNAS,
PANDANAD WEST P.O.,
REP. BY HER P.A. HOLDER, SRI.PAPPY RAJAN,
CHEPPALLIL, KARUVATTA, ADOOR.

BY ADV. SRI.SEBASTIAN DAVIS

RESPONDENTS:
---

1. LIFE INSURANCE CO-OPERATION OF INDIA,
REP. BY ITS C.M.D.

2. THE DIVISIONAL MANAGER,
L.I.C OF INDIA, KOTTAYAM.

3. THE MANAGER,
L.I.C OF INDIA, CHENGANOOR.

BY ADV. SRI.S.EASWARAN SC FOR LIC.

THIS ORIGINAL PETITION HAVING BEEN FINALLY HEARD ON 25/09/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

ORDER ON CMP.NO.51945 OF 2000 IN OP.NO.30645 OF 2000-W

DISMISSED

25.09.2007. SD/= ANTONY DOMINIC, JUDGE.

APPENDIX

PETITIONER'S EXHIBITS:

EXT.P1 COPY OF THE INSURANCE POLICY DTD 25.9.97 IN FAVOUR OF SRI.V.I.JOY.

EXT.P2 COPY OF THE LETTER DTD 24.2.99 ISSUED BY THE R3 TO THE PETITIONER.

EXT.P3 COPY OF THE LETTER DTD 24.3.99 SENT TO THE R3 BY THE PETITIONER.

EXT.P4 COPY OF THE D.D DTD 16.1.99 IN FAVOUR OF LIC.

EXT.P5 COPY OF THE RECEIPT DTD 16.1.99 ISSUED BY THE U.A.E EXCHANGE.

EXT.P6 COPY OF THE LAWYER NOTICE DTD 31.7.2000 SENT TO RESPONDENTS 2& 3.

EXT.P7 COPY OF THE REPLY NOTICE DTD 23.9.2000 ISSUED TO THE COUNSEL FOR THE PETITIONER.

/TRUE COPY/

cl

ANTONY DOMINIC, J.

O.P.NO.30645 OF 2000-W

Dated this the 25th day of September, 2007.

JUDGMENT

The petitioner's husband had subscribed a policy with the L.I.C on 18.10.1997. Thereafter he died on 1.2.1999. The petitioner intimated the death of his husband to the 3rd respondent and lodged a claim for the benefit of the policy. Thereupon, by Ext.P2 she was informed that premium for the month December, 1998 was not paid and hence the policy had lapsed. According to the 3rd respondent, in view of this, the amount was not payable. Thereupon, by Ext.P3 the petitioner informed that she had paid the premium by sending demand draft dated 16.1.1999 for Rs.2,290/= to the 3rd respondent. A copy of the demand draft is produced as Ext.P4. She has also produced Ext.P5 photocopy of the receipt evidencing purchase of the demand draft. On this basis she submits that a direction may be issued to the L.I.C to honour the policy and to pay the benefits. From the statement filed by the L.I.C, it is evident that they had not received premium for the month December, 1998.

In view of the non-payment as above, as per the terms of the policy, the policy had lapsed much before the petitioner's husband met with his death. The petitioner also admits that the demand draft has not been encashed at any point of time . If that be so, the fact of non-payment cannot be disputed. Once a default has been committed and policy has lapsed, the the respondents cannot be defaulted for non-payment of the amount due under the lapsed policy. If that be so, direction sought for cannot be issued.

The writ petition fails and it is dismissed.

ANTONY DOMINIC, JUDGE.

cl

ANTONY DOMINIC, J.

O.P.NO.30645 OF 2000-

JUDGMENT

25th September, 2007.